

IN THE UNITED STATES DISTRICT COURT 2016 JUL -8 AM 11:54
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

CLERK 
SO. DIST. OF GA. 

ANTHONY LONON,

Plaintiff,

v.

GLOBUS MEDICAL, INC.,

Defendant.

Civil Action No.: 4:13-cv-00115-
WTM-GRS

**CONSENT ORDER REGARDING EXAMINATION
AND TESTING OF MEDICAL DEVICE**

Upon consideration of the parties' Joint Motion for a Consent Order Regarding Examination and Testing of Medical Device, and the record herein, it is hereby

ORDERED that said motion be, and it hereby is, granted, and it is further

ORDERED that, as agreed and stipulated by Anthony Lonon ("Plaintiff") and Globus Medical, Inc. ("Defendant"), the following provisions and conditions shall govern the examination and testing of the subject products alleged to be Defendant's medical devices that were allegedly implanted into Plaintiff on or about April 22, 2009, and explanted on November 11, 2011 (hereinafter the "Device") and which are currently in the possession of Plaintiff's counsel.

1. Defendant will be entitled to a 60-day period in which to examine and non-destructively test the Device from the date of this Order. This 60-day period will commence upon Defendant's receipt of the Device. At the conclusion of this 60-day period, Defendant shall return the Device to Plaintiff's counsel.
2. After the submission of Plaintiff's final expert witness reports, Defendant will have 60 days to further examine and non-destructively test the Device. This 60-day time period will commence upon Defendant's receipt of the Device. Defendant shall return the Device to Plaintiffs' counsel at the conclusion of this 60-day time period.
3. The aforementioned parties, their respective counsel, and experts retained by either party shall, at all times, take proper and reasonable steps to log possession and chain of custody, to insure the protection of the Device and to maintain it in a condition equal to that in which it was originally obtained. Those steps shall include, but not be limited to, proper packing for transportation, appropriate method of transportation, adequate insurance, and proper handling and storage at all times, at each party's own cost.
4. Under no circumstances shall Plaintiff, Defendant, their respective counsel, or any expert retained by any party destroy or in any other way alter or

damage the Device. No tests conducted upon the Device shall in any way change its condition, characteristics or properties.

5. If after any of the foregoing examinations, it is determined by any party, their respective attorneys, or any expert retained by them that destructive testing is needed, counsel for the party desiring to conduct destructive testing must advise the opposing counsel, in writing, of the specific details of the contemplated tests.
6. If the opposing party wishes to participate in the destructive testing, the parties must agree to a joint protocol which will govern how, when, by whom, and where the destructive testing may proceed, as well as the specific details of the contemplated tests.
7. If a dispute arises between or among the parties concerning the proposed testing of the Device, the proponent of the destructive testing shall apply to the United States District Court for the Southern Division of Georgia, Savannah Division, for a ruling. Until such ruling, however, no destructive testing of the Device may occur.
8. Both parties and/or their counsel and experts, at the parties' own election and expense, may be present for any destructive testing of the Device.

9. If the remaining party elects not to participate in the destructive testing but merely to be present during the testing, the cost of such testing is to be solely born by the party desiring to conduct such testing.

June 27, 2016.


UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF GEORGIA

Prepared by:

/s/ Alycen A. Moss

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